

LEASE AGREEMENT

This Lease Agreement is entered into this ____ day of _____, 2023, by and between the **Town of Salisbury, Vermont** (“Lessor”) and the **Town of Middlebury, Vermont** (“Lessee”).

WITNESSETH:

1. **Leased premises.** Lessor hereby leases to Lessee the former schoolhouse building space located at 25 Schoolhouse Road, Salisbury, Vermont, which is owned by the Town of Salisbury, which is adjacent to and westerly of the Town of Salisbury Town Clerks’ Office.
2. **Lease term; renewal.** The initial lease term is for seven months, beginning June 1, 2023 and ending no later than December 31, 2023. The lease may be further extended by written agreement of the parties.
3. **Rent.** Lessee shall pay rent to Lessor in two payments, the first amount of \$147 to be made on or before the first day of June, 2023, and the second payment in the amount of \$853 by the first day of July, 2023. The total rent for the seven-month term will be \$1,000. Lessor will not require a security deposit for this lease.
4. **Use of premises.** Lessee shall use the Leased Premises for temporary storage of files and records and for activities related to the Town of Middlebury Archive Project, including work by Lessee’s agents Fred Dunnington and Danielle Rougeau, and for no other purpose, unless Lessor consents otherwise in writing. Lessor shall provide keys for lessee to access the Leased Premises, which the will Lessee will keep locked when not in use.
5. **Lessee’s access to premises.** Lessee may access the leased premises between 8am-6pm. Access outside of the aforementioned hours will only be provided by prior agreement with Lessor.
6. **Lessor’s access to premises.** If Lessor needs access to the leased premises for the purpose of conducting repairs or maintenance, Lessor will provide Lessee with reasonable advance notice, and the parties will work together to arrange a mutually agreeable time for the work to be done. In the case of an emergency that threatens imminent danger to persons or property, Lessor may enter the leased premises without prior notice or consent.
7. **Taxes; utilities; services.** Lessor shall be responsible for all property taxes, utilities, and services serving Lessor’s property (including the leased premises).
8. **Surrender of property.** Upon the expiration or termination of this lease, Lessee shall remove all of its stored records and related documents, and shall return the leased premises to

Lessor in the same condition as they were at the commencement of the lease, reasonable use and wear excepted.

9. **Insurance.** Lessor will be responsible for insuring Lessor's real property. Lessee will be responsible for obtaining any insurance it deems appropriate to cover its stored documents and records.

10. **Damage and Liability.** Lessee will be responsible for reimbursing Lessor for damage to the leased premises (other than ordinary wear and tear) caused by Lessee's use. Lessor will be liable for damage to Lessee's records caused by Lessor's negligence or other misconduct, but otherwise, the storage of the records will be at Lessee's own risk.

11. **Destruction of leased premises.** If the leased premises are substantially destroyed or damaged such that Lessee is no longer able to reasonably utilize the leased premises for their intended purpose, then either party may terminate this Lease by giving written notice to the other.

12. **Default and termination.** If Lessee fails to pay rent when due or otherwise fails to comply with its obligations under this Lease, Lessor may send a notice of default to Lessee describing the alleged noncompliance and directing Lessee to cure the noncompliance within 30 days. If Lessee fails to cure the noncompliance within 30 days of Lessee's receipt of the notice, Lessor shall have the right to terminate this Lease by written notice to Lessee. The date of termination shall be stated in the notice of termination and must be at least 15 days after the date the notice of termination is received by Lessee.

13. **Notice and addresses.** Any notice required under this agreement or pursuant to any law shall be hand-delivered or mailed to the other party at the address listed below, or to such other address as the receiving party may designate by giving written notice to the first party. Notice shall be deemed to have been given effectively as of the date it is actually received.

Lessor:

Town of Salisbury
c/o Chair of Salisbury Selectboard
P.O. Box 66
25 Schoolhouse Road
Salisbury, Vermont

Lessee:

Town of Middlebury
c/o Town Manager's Office
94 Main Street
Middlebury, VT 05753

14. **Assignment, subletting, and binding effect.** Lessor may transfer the leased premises, but subject to the terms of this Lease Agreement. Lessee may not assign or sublease the leased premises without Lessor's written consent.

15. **Counterparts.** This Lease may be simultaneously executed in two or more counterparts, all of which together shall constitute a binding agreement. Photocopies, facsimiles, and scanned electronic copies of this Agreement shall be binding on the parties to the same extent that an original would be.

16. **Recording.** Neither party shall record this Agreement, but upon request of either party, both parties shall sign and record a Memorandum of Lease in the Middlebury Land Records to place third parties on notice of the existence of this Agreement.

17. **Entire agreement; amendments.** This Lease constitutes the entire agreement between the parties and supersedes all prior leases and agreements between the parties, written or oral. No amendment hereto shall be effective unless set forth in writing and signed by all of the parties.

In witness whereof, the parties have executed this Agreement effective as of the date first stated above.

Witness

Town of Salisbury, Lessor, by its Duly
Authorized Agent

Witness

Town of Middlebury, Lessee, by its Duly
Authorized Agent

Exhibit A
(Diagram of Leased Premises)